

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 72

Accepting the low bid of Power Master, Inc., 115 V Street, Vancouver, Washington 98661, for the Civic Auditorium Attic Asbestos Abatement Project and authorizing the Chair and Secretary/Treasurer of the Commission to enter into a contract for the bid amount of \$82,766 with Power Master, Inc., for the abatement in accordance with the Specifications dated May 14, 1990.

The Metropolitan Exposition-Recreation Commission finds:

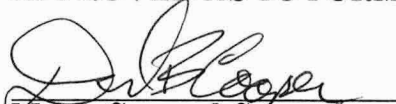
1. That on May 9, 1990, the Commission authorized Staff to advertise, receive and assess bids for the purpose of abating asbestos in the attic of Civic Auditorium as deemed required.
2. That on June 7, 1990, four bids were opened and read publicly and that Power Master Inc., 115 V Street, Vancouver, WA 98661, was the apparent low bidder.
3. That Staff subsequently reviewed the bid submittal and upon further review by General Counsel and the Commission's asbestos abatement consultant, recommended that Power Master Inc. be declared as the lowest responsive and responsible bidder.
4. That Staff further recommends entering into a contract with Power Master Inc. for the sum of \$82,766.00 for the abatement of asbestos in the Attic of Civic Auditorium in accordance with the Specifications dated May 14, 1990.



BE IT THEREFORE RESOLVED:

1. That the Metropolitan Exposition-Recreation Commission declares Power Master Inc., 115 V Street, Vancouver, WA 98661, as the lowest responsive and responsible bidder for the Civic Auditorium Attic Asbestos Abatement project.
2. That the Commission accepts the low bid from Power Master Inc. of \$82,766 for abatement of said asbestos in accordance with the specifications.
3. That the Commission authorizes the Chair and Secretary/Treasurer of the Commission to enter into a contract with Power Master Inc. for the sum of \$82,766 for said abatement project.

Passed by the Commission on June 13, 1990.

APPROVED AS TO FORM:


Metro General Counsel


Chair

Secretary/Treasurer

CONTRACT

THIS CONTRACT, Made and entered into by and between the Metropolitan Exposition-Recreation Commission (hereinafter referred to as "Metro ERC"), and Power Master Inc. - 115 V St. - Vancouver, Wash. (hereinafter referred to as "Contractor").

WITNESSETH, That the Contractor and Metro ERC, for consideration stated herein, agree as follows:

I. Term. This Contract shall take effect on June 15, 1990, and remain in full force and effect through and including September 30, 1990, as more fully described in the Contract Documents. The initial term of this Contract may be extended by Metro ERC, in its sole discretion, for additional periods of time as further described in the Contract Documents, provided Metro ERC sends the Contractor a written expression of intent to extend the Contract no less than ninety (90) days prior to the expiration of the initial term or any later term.

II. Scope of Work. The Contractor, in consideration of the sum to be paid it by Metro ERC and of the covenants and agreements herein contained, hereby agrees, at its own cost and expense, to furnish all permits, personnel, labor, equipment, materials, sites, supplies, tools, appliances, machinery, appurtenances and other items necessary to provide the services

as specified in the Contract Documents, and to do, keep, perform, and furnish all matters and things called for and described in the Contract Documents or necessarily implied therefrom, in the manner and under the terms and conditions prescribed by the Contract Documents.

III. Component Parts of the Contract Documents. The Contract Documents shall include all of those documents and forms in the TABLE OF CONTENTS of the Specifications, all of which are as fully a part of this Contract as if set out verbatim, and if not attached, as if hereto attached. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided in such amendment.

IV. The Consideration. In consideration of the Contractor's performance of the Contract as set forth in the Contract Documents, Metro ERC agrees to pay to the Contractor the amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents. In consideration of the latter payments, the Contractor agrees to perform the Contract at the times and in the

manner specified herein to accept as full payment hereunder the amounts computed as determined by the Contract Documents.

V. Remedies for Default. In the event the Contractor shall fail to perform the Contract at the times and in the manner set forth in the Contract Documents, Metro ERC shall be entitled to all the rights and remedies which this Contract provides as well as all of the remedies which are provided by law. Nothing in this Contract shall be construed as limiting or reducing the remedies provided by law which Metro ERC would have in the absence of any provision or provisions of the Contract.

VI. Applicable Law. This Contract is intended to be governed by and conform in all respects to the Oregon Revised Statutes and all other applicable laws of the state of Oregon.

IN WITNESS WHEREOF, We, the contracting parties, by or duly authorized agents, hereto affix our signatures and seals at Memorial Coliseum, Portland, Oregon, as of this 13th day of June, 1990.

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

By: Ted Runstein

Print Name: Ted Runstein

Title: Chairman

METROPOLITAN EXPOSITION-RECREATION
COMMISSION

By: Stephen Gale

Print Name: Stephen Gale

Title: Secy./Treas.

CONTRACTOR

By: POWER MASTER INC.

Print Name: K.G. DALTON

Title: Regional Manager

APPROVED AS TO FORM:

Print Name: Dan Cooper

Title: Metro General Counsel